

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 13-14, 2007**

---

<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>BOISE STATE UNIVERSITY</b> Head Women's Basketball Coach	Motion to approve
<b>2</b>	<b>BOISE STATE UNIVERSITY</b> Director, Corporate/Donor Relations	Motion to approve
<b>3</b>	<b>FIRST READING OF AMENDMENT TO BOARD POLICY</b> Section I.E – Executive Officers	Motion to approve

**THIS PAGE INTENTIONALLY LEFT BLANK**

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 13-14, 2007**

---

**INSTITUTION / AGENCY AGENDA**  
**BOISE STATE UNIVERSITY**

**SUBJECT**

Boise State University requests approval of a five-year contract for the Women's Basketball Coach.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, Sections II. B.3.c., and II.H.

**DISCUSSION**

Boise State is renewing women's basketball coach, Gordon Presnell's, contract.

**IMPACT**

The Coach's contract is subject to Board approval.

**ATTACHMENTS**

Attachment 1 – Employment Contract

Page 7

Attachment 2 – Model Contract Comparison

Page 20

**STAFF COMMENTS AND RECOMMENDATIONS**

Supplemental compensation may be earned if the 4 year (2004-2008) team Academic Progress Rate (APR) ranks nationally within the same sport above the 50<sup>th</sup> percentile. The women's basketball team ranked in the 70<sup>th</sup>-80<sup>th</sup> percentile for the 2005-06 year, which if persisted would equate to a \$4,000 bonus.

**BOARD ACTION**

A motion to approve a request by Boise State University for Board approval of a multi-year employment contract for Gordon Presnell as Varsity Women's Basketball Coach, for a five year term beginning April 1, 2007, at a salary of \$134,900.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 13-14, 2007**

---

**INSTITUTION / AGENCY AGENDA**  
**BOISE STATE UNIVERSITY - continued**

Gordon H. Presnell, Head Women's Basketball Coach (Attachment 1A)	
FTE	1.0 FTE
Term of Appointment	5 years
Effective Date	April 1, 2007
Salary Range	\$134,900
Funding Source	Appropriated Funds
Area/Department of Assignment	Athletics
Duties and Responsibilities	Manage and supervise the Team and perform other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The
	University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 - 3.2.6.
Additional Compensation	Standard BSU and Athletics Department fringe benefits; \$30,000 Athletic achievement; \$5,000 Academic Achievement; eligibility to receive supplemental compensation based on various factors to be determined by the president and director; media and public appearances \$5,100 annually; a reasonable supplemental income based in part upon revenue and expenses for operation of a summer youth basketball camp.
Justification of position	Women's basketball is an NCAA competitive sport at Boise State University and requires a coach with a successful record for coaching women's basketball.

**REFERENCE – APPLICABLE STATUTE, RULE OR PLOICY**

Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES**

**Subsection: B. Appointment Authority and Procedures**

**January 2005**

**3. Specifically Reserved Board Authority**

(Note: This is not an exclusive or exhaustive list and other reservations of Board authority may be found in other areas of these policies and procedures.) Board approval is required for the following:

**a. Position Authorizations**

- (1) Any permanent new position (including any reactivated position that requires a new “set-up” action), regardless of funding source, requires Board approval.

Agenda Item Format: Requests for new position authorizations must include the following information:

- (a) position title;
- (b) type of position;
- (c) FTE
- (d) Term of appointment;
- (e) Effective date;
- (f) approximate salary range;
- (g) funding source;
- (h) area or department of assignment;
- (i) a description of the duties and responsibilities of the position; and
- (j) a complete justification for the position

- (2) Any permanent position being deleted. The affected position should be identified by type, title, salary, area or department of assignment, and funding source.

- b. The initial appointment of all employees to any type of position at a salary that is equal to or higher than 75% of the chief executive officer's annual salary.
- c. The employment agreement of any head coach or athletic director (at the institutions only) longer than one year, and all amendments thereto.
- d. The criteria established by the institutions for initial appointment to faculty rank and for promotion in rank, as well as any additional faculty ranks and criteria as may be established by an institution other than those provided for in these

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 13-14, 2007**

---

policies (see subsection G.) Any exceptions to the approved criteria also require Board approval.

The procedures established for periodic performance review of tenured faculty members. (see subsection G.)

**REFERENCE – APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES**

**Subsection: H. Policies Regarding Coaching Personnel and Athletic Directors**

**January 2005**

**H. Policies Regarding Coaching Personnel and Athletic Directors (Institution Employees Only)**

**1. Agreements Longer Than One Year**

The chief executive officer of an institution is authorized to enter into a contract for the services of a head coach or athletic director with that institution for a term of more than one (1) year, but not more than five (5) years, subject to approval by the Board as to the terms, conditions, and compensation thereunder, and subject further to the condition that the contract of employment carries terms and conditions of future obligations of the coach or athletic director to the institution for the performance of such contracts. Each contract for the services shall follow the general form approved by the Board as a model contract. Such contract shall define the entire employment relationship between the Board and the coach or athletic director and may incorporate by reference applicable Board and institutional policies and rules, and applicable law.

**2. Agreements For One Year Or Less**

The chief executive officer of an institution is authorized to enter into a contract for the services of a head coach or athletic director with that institution for a term of one (1) year or less without Board approval. Each contract shall follow the general form approved by the Board as a model contract. Such contract shall define the entire employment relationship between the Board and the coach or athletic director and may incorporate by reference applicable Board and institutional policies and rules, and applicable law.

**3. Academic Incentives**

Each contract for a head coach shall include incentives, separate from any other incentives, based upon the academic performance of the student athletes whom the coach supervises. The chief executive officer of the institution shall determine such incentives. Each institution shall report to the Board annually concerning each coach's performance relative to the academic incentives of the coach's contract.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 13-14, 2007**

---

4. Part-time Coaches Excepted

The chief executive officer of an institution is authorized to hire part-time head coaches as provided in the policies of the institution. Applicable Board policies shall be followed.

5. Assistant Coaches

The chief executive officer of the institution is authorized to hire assistant coaches as provided in the policies of the institution. Applicable Board policies shall be followed.



**EMPLOYMENT AGREEMENT**

This Employment Agreement is entered into by and between Boise State University, and Gordon H. Presnell.

**ARTICLE 1**

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate Women's Basketball team. Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President.

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.7.

**ARTICLE 2**

2.1. Term. This Agreement is for a fixed-term appointment of five (5) years, commencing on April 1, 2007 and terminating on March 31, 2012 unless sooner terminated in accordance with other provisions of this Agreement

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Trustee. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) An annual salary of \$134,900 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation. Coach may earn supplemental compensation as follows:

3.2.1 Athletic Achievement

- a) WAC Regular Season Champions \$5,000
- b) The greater of the following two:
  - WAC Tournament Finalist \$3,000
  - WAC Tournament Champions \$10,000
- c) NCAA Tournament Appearances \$5,000 per game
- d) WNIT Appearance \$3,000 per game
- e) 20 Wins \$4,000
- f) Winning Record (more wins than losses) \$4,000

**3.2.2 Academic Achievement**

Academic Incentive Pay may be earned if your 4 year team APR (2004-2008) ranks nationally within your sport above the 50th percentile as follows:

<u>National Rank Within Sport</u>		
50th - 60th %	=	\$2,000
60th - 70th %	=	\$3,000
70th – 80th %	=	\$4,000
80th % or above	=	\$5,000

3.2.3 Each year Coach may be eligible to receive supplemental compensation based on the overall development of the intercollegiate women's basketball program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director.

3.2.4 The Coach shall receive the sum of \$5,100 annually from the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). This sum shall be paid monthly. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither coach nor any assistant coaches shall appear with the prior written approval of the Director on any competing radio or television program (including, but not limited to, a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements, which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.5 Summer Camp. Coach may operate a summer youth basketball camp at the University under the following conditions.

- a) The summer youth camp operation reflects positively on the University and the Department;
- b) The summer youth camp is operated as a University sponsored activity in which the University shall pay Coach a reasonable supplemental income based in part upon the revenue and expenses of the summer camp. The Coach will have the opportunity to lease University facilities in connection with the summer camp;
- c) The Coach complies with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of summer youth camps;
- d) All revenues and expenses of the Camp shall be deposited with and paid by the University.

In the event of termination of this Agreement, suspension, or reassignment, University shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University shall be released from all obligations relating thereto.

3.2.6 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University has the authority to enter into an agreement with a company to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning a product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by the University's designated company, or give a lecture at an event sponsored in whole or in part by said company, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head basketball coach. In order to avoid entering into an agreement with a competitor of the University's designated company, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

#### **ARTICLE 4**

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education Governing Policies and Procedures and Rule Manual; (b) University's Policies; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Western Athletic Conference (WAC).

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Trustees.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

4.7 Specific Duties of Coach. The Coach is expected to devote full-time to coaching and recruitment involving the Women's Basketball team as the Head Coach. The Coach will attend all staff meetings, public relation functions, dinners, awards banquet and make appearances as directed by Athletic Director unless excused by Athletic Director. Such functions shall include, but are not limited to, the following:

- a) The annual BAA barbecue
- b) The weekly BAA noon luncheons during the relevant season;
- c) The annual BAA Endowment dinner;
- d) The BSU Athletic Hall of Fame dinner;
- e) The BAA Bronze Bronco Award banquet;
- f) The BAA/Alumni Auction dinner;
- g) All Athletic Department staff meetings called by Athletic Director;
- h) Athletic Department Graduation Reception;
- i) Bronco Golf Series Tournaments.

**ARTICLE 5**

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable policies, rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement.

- a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including, but not limited to, any such violation which may have occurred during the employment of Coach at another NCAA member institution;
- d) Ten (20) working days absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;

## **ATTACHMENT 1**

- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

### **5.2 Termination of Coach for Convenience of University.**



## ATTACHMENT 1

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), and the amount set forth in section 3.2.5, excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. If Coach finds alternative employment, the amounts due to Coach under this paragraph shall be reduced by the amount of money received by the Coach pursuant to Coach's alternative employment. Coach will be entitled to continue his health insurance plan and group life insurance as if she remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law.

5.2.3 The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

### 5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before June 1, 2008, the sum of \$60,000; (b) if the Agreement is terminated

## ATTACHMENT 1

between June 1, 2008 and May 31, 2009 inclusive, the sum of \$45,000; (c) if the Agreement is terminated between June 1, 2009 and May 31, 2010 inclusive, the sum of \$30,000. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminated this Agreement because of a material breach by the University.

5.3.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

### 5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's

## ATTACHMENT 1

student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education and Board Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Policies.

## ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of (Regents or Trustees) and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Courtesy Car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party.

## ATTACHMENT 1

The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the State of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the State of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Director of Athletics  
1910 University Drive  
Boise, Idaho 83725-1020

with a copy to: President  
1910 University Drive  
Boise, Idaho 83725-1000

the Coach: Gordon H. Presnell  
Last known address on file with

University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

COACH

\_\_\_\_\_  
Robert Kustra, President      Date

\_\_\_\_\_  
Gordon H. Presnell      Date

Approved by the Board of Trustees on the \_\_\_\_ day of \_\_\_\_ 2007.

## ATTACHMENT 2

### Gordon Presnell, Boise State University, Head Women's Basketball Coach Multi-Year Contract Starting 2007

	<b>Model Contract Section</b>	<b>Contract Section</b>	<b>Justification for Modification</b>
3.1	Regular Compensation	3.1.a Regular Compensation; language added	Language includes employee benefits provided annually to employees of a comparable level.
3.2	Supplemental Compensation	3.2.1 Supplemental Compensation; language added	Language provides specific criteria for athletic achievement supplemental compensation.
3.2	Supplemental Compensation	3.2.2 & 3.2.3 Supplemental Compensation; language added	Language provides specific criteria for academic achievement supplemental compensation.
3.2	Supplemental Compensation	3.2.4 Supplemental Compensation; language added	Language provides that coach may be eligible to receive supplemental compensation based upon overall development of the program. To be determined by President in consultation with Athletic Director.
3.2	Supplemental Compensation	3.2.4 Supplemental Compensation; language added	Language includes supplemental compensation of \$5100.00 annually of media payment.
3.2	Supplemental Compensation	3.2.6 Supplemental Compensation; summer camp	Language provides criteria and conditions applicable to coach's operation of a summer youth camp as a University operation.
4.7	Specific duties of coach	4.7 Specific Duties of Coach; language added	Language provides for specific duty expectations of coach.
5.2	Termination of coach	5.2.2 Termination for Convenience; Additional language about re-employment	If the coach becomes employed following termination, then there is a reduction in University owed payments.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 13-14, 2007**

---

**INSTITUTION / AGENCY AGENDA**  
**BOISE STATE UNIVERSITY**

**SUBJECT**

A request by Boise State University for a new position: Director, Corporate/Donor Relations.

**REFERENCE**

April 2006                      Board approved new position: Director for Corporate & Foundation Programs

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures; Section II.B.3 and II.G.1.b

**BACKGROUND**

At its April 2006 meeting, the Board approved Boise State University's request for eight (8) new development positions supported by local funds including a position titled Director for Corporate & Foundation Programs at a salary of \$65,000.

**DISCUSSION**

Boise State University approved a Director of Corporate & Foundation Programs, paid out of local funds, at the April 2006 meeting. The duties and responsibilities for this position include: coordinate institutional relations with corporations and foundations and write proposals and prepare professional fundraising marketing packages in order to build relationships and create gift opportunities needed for its comprehensive campaign.

The university is now requesting an additional Director for the Corporate/Donor Relations position, paid from appropriated funds at a salary of \$100,000. This position will facilitate relationships both internally and externally through corporations, foundations and other philanthropic organizations.

**IMPACT**

An addition of a director at \$100,000 in appropriated funds.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff questions the need for another Director with similar job responsibilities. Staff questions why this position is being paid out of appropriated funds when many University Advancement positions are being paid out of local funds.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 13-14, 2007**

---

**BOARD ACTION**

A motion to approve the request by Boise State University for a new Director, Corporate/Donor Relations position supported by appropriated funds at \$100,000.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes\_\_\_\_\_ No\_\_\_\_\_



**BUSINESS AFFAIRS AND HUMAN RESOURCES  
JUNE 13-14, 2007**

---

**INSTITUTION / AGENCY AGENDA  
BOISE STATE UNIVERSITY - continued**

**NEW POSITIONS**

Position Title	Director, Corporate/Donor Relations
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2007
Salary Range	\$100,000
Funding Source	Appropriated
Area/Department of Assignment	University Advancement
Duties and Responsibilities	Facilitates relationships both internally and externally through corporations, foundations and other philanthropic organizations.
Justification of Position	Position needed due to increased workload related to Comprehensive Campaign.

**THIS PAGE INTENTIONALLY LEFT BLANK**

**REFERENCE – APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES**

**Subsection: B. Appointment Authority and Procedures**

August 2002

**B. Appointment Authority and Procedures**

1. Nothing herein may be construed to be in limitation of the powers of the Board as defined by Sections 33-3006, 33-3104, 33-2806, and 33-4005, Idaho Code, or as otherwise defined in the Idaho Constitution or Code.
2. **Delegation of Authority**  
The Board delegates all authority for personnel management not specifically retained to the executive director and the chief executive officers consistent with the personnel policies and procedures adopted by the Board. In fulfilling this responsibility, the executive director and chief executive officers, or their designees, may exercise their authority consistent with these policies and procedures. Provided, however, that the Board retains the authority for taking final action on any matter so identified anywhere in these policies and procedures.
3. **Specifically Reserved Board Authority**  
(Note: This is not an exclusive or exhaustive list and other reservations of Board authority may be found in other areas of these policies and procedures.) Board approval is required for the following:
  - a. **Position Authorizations**  
(1) Any permanent new position, regardless of funding source, requires Board approval. Agenda Item Format: Requests for new position authorizations must include the following information:
    - (a) position title;
    - (b) type of position;
    - (c) FTE
    - (d) Term of appointment;
    - (e) Effective date;
    - (f) approximate salary range;
    - (g) funding source;
    - (h) area or department of assignment;
    - (i) a description of the duties and responsibilities of the position; and
    - (j) a complete justification for the position

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 13-14, 2007**

---

(2) Any permanent position being deleted. The affected position should be identified by type, title, salary, area or department of assignment, and funding source.

b. The initial appointment of all employees to any type of position at a salary that is equal to or higher than 75% of the chief executive officer's annual salary.

c. The employment agreement of any head coach or athletic director (at the institutions only) longer than one year, and all amendments thereto.

d. The criteria established by the institutions for initial appointment to faculty rank and for promotion in rank, as well as any additional faculty ranks and criteria as may be established by an institution other than those provided for in these policies (see subsection G.) Any exceptions to the approved criteria also require Board approval.

e. The procedures established for periodic performance review of tenured faculty members. (see subsection G.)

**REFERENCE – APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: G.Policies Regarding Faculty (Institutional Faculty Only)

October 2002

**G. Policies Regarding Faculty (Institutional Faculty Only)**

1. Letters of Employment

- b. Term of Appointment - All non-tenured faculty employees have fixed terms of employment. No contract of employment with such an employee may exceed one (1) year without the prior approval of the Board. Employment beyond the contract period may not be legally presumed. Reappointment of a faculty employment contract is subject solely to the discretion of the chief executive officer of the institution, and, where applicable, of the Board.

**THIS PAGE INTENTIONALLY LEFT BLANK**

## **BUSINESS AFFAIRS & HUMAN RESOURCES**

**JUNE 13-14, 2007**

---

### **SUBJECT**

First reading of amendment to Board Policy I.E Executive Officers.

### **APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Sections I.A.4. & 5.

### **BACKGROUND**

The Board's policy regarding Executive Officers has not been updated since April 2002. The proposed changes would bring the policy more in line with the State of Idaho practices in regards to agency heads; update the policy in respect to the institutional president's compensation in regards to foundation supports; and the current structure at the Idaho School for the Deaf and Blind (ISDB).

This item was brought to the Board at the April 2007 meeting and was tabled. It is being brought back at this meeting for consideration. Board staff have incorporated additional language since the April meeting at the request of Board members.

### **IMPACT**

Approval of the policy changes would bring the policy in line with current business practice. While agency heads would still go through the annual evaluation process, they would no longer receive an annual letter of agreement. Institutional presidents' compensation would no longer include foundation supports and the reference to the superintendent of ISDB would be changed to Director.

### **ATTACHMENTS**

Attachment 1 - Board Policy I.E – Executive Officers (redline)

page 3

### **STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval of the first reading of the amendment to Board Policy I.E Executive Officers.

### **BOARD ACTION**

A motion to approve the first reading of the amendment to Board Policy I.E. – Executive Officers.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**THIS PAGE INTENTIONALLY LEFT BLANK**



**Idaho State Board of Education**

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES**

**SUBSECTION: E. Executive Officers**

~~April~~ June 2007

**E. Executive Officers**

This policy section shall apply to the Board's chief executive officers, as defined in Section II. D. 2. b. This policy section does not apply to the executive director of the Idaho State Historical Society or the State Library Commission.

**1. Executive Director**

The Executive Director serves as the administrative ~~extension of the Board director of the Board's staff.~~ Pursuant to Idaho Code 33-102A the Executive Director shall be under the direction of the Board and shall have such duties and powers as are prescribed by the Board. The Executive Director is charged with ensuring the effective articulation and coordination of ~~the institutions, school, agency, and school, and statewide~~ concerns and is advisor to the Board and the ~~p~~Presidents/~~a~~Agency ~~h~~Heads on all appropriate matters.

**2. Presidents/Agency Heads/~~Superintendent (also referred to as chief executive officers)~~**

**a. Responsibilities**

The President/Agency Head/~~Superintendent~~ is the chief program and administrative officer of the institution, agency or school. The President/Agency Head/~~Superintendent~~ has full power and responsibility within the framework of the Board's Governing Policies and Procedures for the organization, management, direction, and supervision of the institution, agency or school and is held accountable by the Board for the successful functioning of the institution, agency or school in all of its units, divisions, and services. ~~The President/Agency Head/Superintendent is employed by and serves at the pleasure of the Board unless the contract of employment specifies otherwise.~~

For the higher education institutions, the Board expects the ~~p~~Presidents to obtain the necessary input from the faculty, classified and exempt employees, and students, but it holds the ~~p~~Presidents ultimately responsible for the well-being of the institutions, and final decisions at the institutional level rest with the ~~p~~Presidents.

**b. The Chief Executive Officer is held accountable to the Board for performing the following duties within his or her designated areas of responsibility:**

**BUSINESS AFFAIRS & HUMAN RESOURCES**  
**JUNE 13-14, 2007**

---

(1) Relations with the Board

- (a) Conduct of the institution, ~~school or~~ agency, or school in accordance with the Governing Policies and Procedures of the Board and applicable state and federal laws.
- (b) Effective communication among the Board, the Board office, and the institution, ~~school or~~ agency, or school.
- (c) Preparation of such budgets as may be necessary for proper reporting and planning.
- (d) Transmittal to the Board of recommendations initiated within the institution, ~~school or~~ agency, or school.
- (e) Participation and cooperation with the office of the Board in the development, coordination, and implementation of policies, programs, and all other matters of statewide concern.
- (f) Notification to Board President or Executive Director of any out-of-state absence exceeding one week.

(2) Leadership of the Institution, ~~School or~~ Agency, or School

- (a) Recruitment and retention of employees
- (b) Development of programs, in accordance with an evolving plan for the institution, ~~school or~~ agency or school.
- (c) In cooperation with appropriate parties, the promotion of the effective and efficient functioning of the institution, ~~school or~~ agency, or school.
- (d) Development of methods that will encourage responsible and effective contributions by various parties associated with the institution, ~~school or~~ agency, or school in the achievement of the goals of the institution, ~~school or~~ agency or school.

(3) Relations with the Public

- (a) Development of rapport between the institution, ~~school or~~ agency, or school and the public that ~~it~~ each serves.
- (b) Official representation of the institution, ~~school or~~ agency, or school and its Board-approved role and mission to the public.
- ~~(c) The agency heads and superintendent are evaluated by the Executive Director, who makes recommendations to the Board with respect to future contracts and compensation. The Presidents are evaluated by the Board. The performance evaluation is based upon the duties outlined in the policy~~

## BUSINESS AFFAIRS & HUMAN RESOURCES

JUNE 13-14, 2007

---

~~and mutually agreed upon goals. Final decisions with respect to future contracts are made by the Board.~~

c. Appointment Terms and Conditions

Each chief executive officer is employed and serves at the pleasure of the Board as an at-will employee. Appointments to the position of President of the higher education institutions and Executive Director of the Board are made by the Board. The Executive Director shall have authority to identify candidates and make recommendations for the appointment of Agency Heads, which must be approved and appointed by the Board. The Board and ~~each~~ chief ~~executive officer~~ ~~institutional President~~ shall sign an annual letter of agreement that documents the period of appointment, salary, and any additional terms. ~~The Executive Director and Agency Heads shall not serve under annual appointment agreements. The Board shall evaluate the performance of each chief executive officer pursuant to the Board's evaluation policy.~~ The Board's Policies regarding Non-classified Employees, Section II, Subsection F, do not apply to the Board's chief executive officers.

d. Evaluations

The Agency Heads are evaluated by the Executive Director annually, who makes recommendations to the Board with respect to compensation and employment actions. The Presidents and Executive Director are evaluated by the Board annually. The performance evaluation is based upon the duties outlined in the policy and mutually agreed upon goals. Final decisions with respect to compensation and employment actions with regard to chief executive officers are made by the Board.

e. Compensation and Benefits

~~The~~ Each chief executive officer's annual salary shall be set and approved by the Board. The chief executive officers shall not receive ~~personal supplemental salary or benefits or supplements compensation~~ from an affiliated institutional foundations or from any other ~~affiliated organizations source~~ except as allowed for that institutional ~~p~~Presidents ~~pursuant to~~ may receive perquisites or benefits as permitted by topic 3, subtopic E, below and as such is specifically approved by the Board in each instance. ~~Additionally, the Chief Executive Officer may not receive personal salary or benefits or supplements from other outside sources without prior Board approval.~~

In addition to the salary referred to above, ~~the~~ each ~~C~~chief ~~E~~executive ~~O~~officer shall receive the usual and ordinary medical, retirement, leave, educational, and other benefits available to all institutional, ~~school and agency,~~ and school employees.

ef. ~~The~~ Each ~~C~~chief ~~E~~executive ~~O~~officer shall receive reasonable and adequate liability insurance coverage under the state's risk management program. ~~In addition, the institutional foundations and other affiliates shall provide the necessary directors and officers insurance for the Chief Executive Officer.~~

## BUSINESS AFFAIRS & HUMAN RESOURCES

JUNE 13-14, 2007

---

~~fg.~~ Relocation and moving expenses incurred by ~~the~~ each chief executive officer will be paid in accordance with the policies and rates established by the State Board of Examiners.

h. Each chief executive officer earns annual leave at a rate of two (2) days per month or major fraction thereof of credited state service.

### 3. Institutional Presidents: Housing, Automobile, Expense Reimbursement, and Termination Policy

a. The institutional ~~p~~P Presidents are responsible for hosting official functions to promote their respective institutions. ~~Three (3) institutions~~ The University of Idaho, Idaho State University, and Lewis-Clark State College ~~each~~ own homes that are the most suitable facilities available for this purpose. At these institutions, the ~~p~~P Presidents of such institutions are required to live in the official residences provided.

To preserve the image of the institutions and to provide adequate maintenance of state-owned property, the institutions shall provide support services for these residences. This support shall include maintenance and repairs, utilities, and grounds keeping.

In the event that the institution does not own an official residence, a housing allowance will be provided that is similar in value to living in ~~the~~ an official residence. In addition, this allowance shall cover reasonable maintenance and repair expenses related to the use of this home as the ~~p~~P President's official residence.

b. Each institutional ~~p~~P President shall be provided an automobile. Maintenance, repairs, gas for business use, and insurance shall be provided for this vehicle.

If a an institutional ~~p~~P President does not elect to use a vehicle provided by the institution, the institution will provide the ~~p~~P President a vehicle allowance in lieu of the cost of leasing, automobile maintenance, and insurance. Documented business travel will be reimbursed to compensate for gasoline costs.

c. The institutional ~~p~~P Presidents shall receive reimbursement for official entertainment expenses. Public relations and other out-of-pocket expenses may be reimbursed if they are directly related to the function of the institution as determined by the ~~p~~P President. (See fiscal policy for entertainment and related expenses.)

#### d. Terminations

In the event ~~the~~ an institutional ~~p~~P President's appointment is terminated by Board action (for or without cause), the ~~p~~P President shall be paid all compensation and benefits under the terms of his or her ~~employment~~ annual letter of agreement until the ~~termination of said~~ end of such annual period of appointment. A

**BUSINESS AFFAIRS & HUMAN RESOURCES**  
**JUNE 13-14, 2007**

---

President with tenure privileges may return to the college in the institution in which tenure was granted as an academic faculty member.

e. Foundation Provided ~~Supplemental Compensation and~~ Perquisites or Benefits

(1) ~~Supplemental compensation~~ Perquisites or benefits for the institutional pPresidents, such as country club or dining club memberships, may be provided by the institution's affiliated foundation meeting all requirements of Section V, Subsection E of the Board's Governing Policies and Procedures if approved by the Board on a case-by-case basis. ~~Any such supplemental compensation or benefit must meet all requirements of this subtopic.~~

~~(2) The funding for such supplemental compensation or benefits must be provided by the institution's related foundation meeting all requirements of Section V, Subsection E of the Board's Governing, Policies and Procedures.~~

~~(3) The presidents shall, at the first knowledge of any proposed supplemental compensation or benefits, refer the foundation representatives to the Board President and the Executive Director. The Board President and the Chairman of the Board's Business Affairs and Human Resources Committee, or their designee, shall direct the conduct of any and all negotiations with the foundations regarding any supplemental compensation or benefits agreements.~~

~~(4) An agreement between the foundation, the President, and the Board must be created that details the nature and scope of the supplemental compensation and benefits. The agreement must contain a provision in which the foundation and president each agree to indemnify the institution and the Board from and against all claims arising from any supplemental compensation and benefits agreement.~~

~~(5) Specific and prior Board approval is required for any supplemental compensation and benefits agreement and for any amendment thereto.~~

4. ~~Superintendent~~ Agency Head for the Idaho School for the Deaf and the Blind (ISDB):  
Housing and Automobile Policy

a. The ~~superintendent~~ director for the ISDB is responsible for hosting official functions to promote the school. The ISDB owns a home that is the most suitable facility available for this purpose. The ~~superintendent~~ director for the ISDB is required to live in this official residence.

To preserve the image of the ISDB and to provide adequate maintenance of state-owned property, the ISDB shall provide support services for this residence. This support shall include maintenance, utilities, custodial, and grounds keeping.

b. The ~~superintendent~~ director for the ISDB shall be provided an automobile. Maintenance, repairs, gas for business use, and insurance shall be provided for this vehicle.

**BUSINESS AFFAIRS & HUMAN RESOURCES**  
**JUNE 13-14, 2007**

---

5. President Emeritus/Emerita Designation

The Board may choose to grant President Emeritus/Emerita status to a retiring pPresident. President Emeritus/Emerita status should be reserved to honor, in retirement, a president who has made distinguished professional contributions to the institution and who has also served a significant portion of his/her career at the institution. The intent of conferring President Emeritus/Emerita status is to bestow an honorary title in recognition of successful tenure in the pPresidential role.

a. Appointment Procedure

An institution may forward a recommendation to the Board that this honorary title be conferred upon a pPresident that is retiring or has retired from the institution. Each institution shall provide for input into the recommendation from the campus community.

b. Rights, Privileges and Responsibilities

Rights and privileges of such a distinction shall be, insofar as resources will allow, similar to those of active institutional staff, including such privileges as:

- (1) staff privileges for activities, events and campus facilities;
- (2) receipt of institutional newspaper and other major institutional publications and receipt of employee/spouse fee privilege (see Section V. R.).

**REFERENCE – APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES

SUBSECTION: A. Policy Making Authority

August 2006

**4. Conformance with State and Federal Law**

All Board Governing Policies and Procedures and the internal policies and procedures of its institutions, agencies and school will comply with and be in conformance to applicable laws.

**5. Adoption, Amendment, or Repeal of Board Policies**

- a. Board policies may be adopted by majority vote at any regular or special meeting of the Board. The adoption, amendment, or repeal of a Board policy may be requested by any member of the Board, the executive director, or any chief executive officer. Persons who are Board employees, or students or student groups, must file a written request with the chief executive officer of an institution, agency or school, or his or her designee, to receive Board consideration. An Idaho resident, other than those described above, may file a written request with the executive director for Board consideration of a proposal. Regardless of the source, a statement of the proposed adoption, amendment, or repeal must be presented to the executive director for transmittal to the Board. If the subject matter of the presentation concerns an agency, institution, school, or department of the Board, the executive director will also notify the appropriate chief executive officer of the nature of the request.
- b. Board action on any proposal will not be taken earlier than the next regular or special meeting following Board approval for first reading. During the interim between the first reading and Board action, the chief executive officers will seek to discuss and review the proposal with faculty, staff, or other Board employees and students or student groups, as appropriate. The chief executive officers will transmit summaries of oral statements and written comments on the proposal to the executive director. After thorough consideration, the proposal will be presented by the executive director to the Board for action.
- c. The executive director is authorized to make nonsubstantive corrections and amendments to Board Governing Policies and Procedures as may be necessary in such areas as typographical errors, cross-references, and citations of state and federal statutes.

**THIS PAGE LEFT INTENTIONALLY BLANK**